

**NEXUS BANKRUPTCY**  
BENJAMIN HESTON (297798)  
3090 Bristol Street #400  
Costa Mesa, CA 92626  
Tel: 949.312.1377  
Fax: 949.288.2054  
*ben@nexusbk.com*

Attorney for Debtor

**UNITED STATES BANKRUPTCY COURT**  
**CENTRAL DISTRICT OF CALIFORNIA**  
**RIVERSIDE DIVISION**

In re:

TAUREAN E WRIGHT,  
  
Debtor.

**Case No: 6:25-bk-11843-SY**

**Chapter 13**

**DEBTOR'S REPLY TO OBJECTION TO  
CONFIRMATION OF CHAPTER 13 PLAN  
BY JEAN BARANOWSKI**

**Confirmation Hearing**

Date: May 27, 2025  
Time: 1:30 PM  
Courtroom: 302  
Location: 3420 Twelfth Street  
Riverside, CA 92501

Debtor Taurean E. Wright, hereby submits the following reply to the objection to  
confirmation filed by Jean Baranowski and alleges as follows:

Baranowski lost all interest in the subject property well over a year before this case was  
filed through a completed, recorded nonjudicial foreclosure. Her continued efforts to interfere  
with this bankruptcy reflect a fundamental misunderstanding of property law and bankruptcy law  
and procedure, and her objection should be summarily overruled.

Furthermore, Baranowski has acted in bad faith through her interactions with this case.  
She simultaneously complains of not being listed in the bankruptcy petition and yet threatened to  
sue Debtor's counsel for defamation if he included her name in the petition. She has relentlessly  
harassed both the Debtor and his wife. Her conduct reflects personal animus and spite, and she is  
not a legitimate participant in this case.

**INTRODUCTION**

Baranowski is the former owner of 107 Cachanilla Court, Palm Desert, CA. Her interest in the property was extinguished when the second deed of trust was foreclosed and title was transferred to the Debtor by recorded Trustee's Deed on December 6, 2023 (Doc. No. 2023-0363066, Riverside County Recorder). Prior to that, a Notice of Default (Doc. No. 2023-0005486), Substitution of Trustee (Doc. No. 2023-0005485), and Notice of Trustee's Sale (Doc. No. 2023-0102669) were duly recorded. These documents conclusively establish that Baranowski's title was divested and that she has no continuing ownership interest in the property. Furthermore, since this foreclosure was done as a nonjudicial foreclosure, Baranowski's personal liability on the mortgage was also extinguished by the foreclosure sale.

**ARGUMENT**

**A.**

**Baranowski Has No Interest in the Subject Property**

Baranowski's entire objection rests on the false premise that she retains ownership of 107 Cachanilla Court. This is refuted by public records. The foreclosure process was completed under California's nonjudicial foreclosure statutes, and the Trustee's Deed recorded on December 6, 2023 transferred legal title to Debtor Taurean Wright. Under California law, that deed is *prima facie* evidence of proper foreclosure. See *Moeller v. Lien*, 25 Cal. App. 4th 822, 830 (1994).

**B.**

**Baranowski's Procedural Complaints Are Unfounded and Contradicted by Her Conduct**

Baranowski's complaints about not being listed are directly contradicted by her own conduct. When Debtor's counsel spoke with her by phone shortly after the petition was filed, she confirmed her awareness of the bankruptcy, the Debtor's intent to use it to rehabilitate the mortgage and retain the property, and the pending motion to continue the automatic stay. Counsel informed her of his intent to list her as a creditor and former owner of the property. In

1 response, she threatened to sue counsel personally for defamation if her name appeared in the  
2 bankruptcy filings. Rather than risk frivolous litigation, counsel chose the path of least  
3 resistance: he served Baranowski with copies of all pleadings to keep her fully informed and  
4 awaited her voluntary participation. Now that she has entered the fray, it is presumed she has  
5 abandoned the threat of defamation. Accordingly, the amendments filed concurrently with this  
6 Reply now include Baranowski listed in several appropriate places.

7 Since the foreclosure, Baranowski has also persistently harassed the Debtor, his spouse,  
8 and their extended family. Her behavior has included contacting the Debtor's neighbors, making  
9 false claims to the Homeowners Association, and, according to the HOA, attempting to hire a  
10 company to demolish the property. Her persistent interference has caused stress and disruption to  
11 the Debtor's household and is further evidence that her involvement in this case is driven solely  
12 by personal animus and an inability to move on with her life. Her situation is unfortunate, but  
13 this is not an appropriate way to express her grievances.

14  
15 **C.**

16 **Baranowski's Requests for Relief Are Procedurally Defective and Legally Unsupported**

17 Baranowski's objection improperly attempts to shoehorn several forms of relief into a  
18 confirmation opposition without filing the necessary motions. First, she asks the Court to vacate  
19 the automatic stay. But she had actual notice of Debtor's motion to continue the stay,  
20 acknowledged this in a phone call with counsel, and chose not to oppose it at the time. She now  
21 seeks to revisit that decision.

22 Second, she seeks an order "striking" the inclusion of the mortgage and homestead in the  
23 Debtor's schedules. No such motion was filed. This is not a proper request for relief and is based  
24 on a fundamental misunderstanding of what a bankruptcy petition is. Even if such a motion were  
25 to have been filed, it would be meritless.

26 Third, she seeks an order granting her "clear title" to the property. That relief must be  
27 pursued, if at all, through a properly filed adversary proceeding under Rule 7001 of the Federal  
28 Rules of Bankruptcy Procedure. No such proceeding has been initiated, and no facts support any

1 plausible claim of ownership. Baranowski lost the property through a completed, nonjudicial  
2 foreclosure. Her attempt to now collaterally assert ownership rights in the confirmation context is  
3 procedurally and substantively improper.

4  
5 **D.**

6 **The Plan Is Feasible and Filed in Good Faith**

7 Debtor has filed amended Schedules I and J and an amended Chapter 13 Plan  
8 concurrently with this Reply. The amended Plan reflects the correct arrears on the PHH  
9 Mortgage as \$116,214, consistent with the mortgage lender's objection to confirmation. Based  
10 on this figure, the amended Plan proposes monthly payments of \$2,222 over 60 months.

11 To support feasibility, the Debtor is filing an amended Schedule I to include updated  
12 income information for his spouse. Although she has not yet received her first full paycheck, her  
13 employment has commenced and her projected income is now included as an estimate.

14 Schedule J is also being amended to reflect the updated ongoing mortgage payment of  
15 \$3,565, along with minor expense adjustments. The amended schedules demonstrate that the  
16 monthly plan payment of \$2,222 is feasible under 11 U.S.C. § 1325(a)(6).

17 There is no evidence that the case was filed in bad faith. The Debtor is simply exercising  
18 his rights under Chapter 13 to reorganize his debts and protect lawfully acquired property.

19 ///

20 ///

21 ///

22 ///

23 ///

24 ///

25 ///

26 ///

27 ///

28 ///

**CONCLUSION**

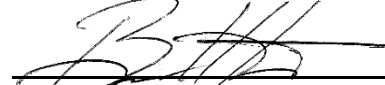
If Baranowski had been the one to file a Chapter 13 bankruptcy before her house was foreclosed on, she might have been able to save her property. But that did not happen. Instead, she defaulted on her mortgage, lost the property to foreclosure, and now seeks to derail the Debtor's good faith efforts to keep his home.

Accordingly, Debtor respectfully requests that the Court:

1. Overrule the Objection to Confirmation filed by Jean Baranowski; and
2. Confirm the Amended Chapter 13 Plan as proposed

Date: May 20, 2025

**NEXUS BANKRUPTCY**

  
\_\_\_\_\_  
BENJAMIN HESTON,  
Attorney for Debtor

**DECLARATION OF TAUREAN WRIGHT**

I, Taurean Wright, declare as follows:

1. I am the Debtor in this bankruptcy case. I have personal knowledge of all matters stated herein and if called to testify, I could competently testify thereto.
2. I live at 107 Cachanilla Court in Palm Desert, California, with my wife, Jermaine, and our three children.
3. Before buying the house, we were renting it from Jean Baranowski. We paid her rent every month until we found out the house was in foreclosure. That was around June 2023.
4. Around that time, Jean asked Jermaine's father to help her catch up on the payments to stop the foreclosure. He met with her at our dining table to talk about it. He told her he would consider helping if she could promise that she wouldn't lose the house and would add his name to the title. But she said she couldn't make that promise, so he decided not to help her.
5. At that point, my wife and I assumed we would have to move. We even found a new place to rent and put down a deposit for a move-in date in mid-October 2023. But on October 15th, we found out that the foreclosure auction had gone through and that we had the opportunity to buy the house. So we did. We stopped our plans to move and bought the property.
6. Since then, Jean has been harassing us and the people around us. She has contacted our neighbors, the HOA, and even people we know personally. The HOA told us she claimed to have hired someone to demolish our house. They had to block her and let her know she no longer owns the property and they won't be communicating with her anymore.

///

///

///

///

1 7. Ever since we bought the home, Jean has done everything she can to make our lives  
2 difficult. She lost the property in a foreclosure, and we bought it legally. I'm just trying  
3 to keep my home and take care of my family.

4 8. I declare under penalty of perjury under the laws of the United States that the foregoing  
5 is true and correct.

6  
7 

8 Date: May 20, 2025

9 TAUREAN E. WRIGHT,  
10 Debtor  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

## PROOF OF SERVICE OF DOCUMENT

I am over the age of 18 and not a party to this bankruptcy case or adversary proceeding. My business address is:

**3090 Bristol Street #400  
Costa Mesa, CA 92626**

A true and correct copy of the foregoing document entitled (*specify*): **DEBTOR'S REPLY TO OBJECTION TO CONFIRMATION OF CHAPTER 13 PLAN BY JEAN BARANOWSKI** will be served or was served **(a)** on the judge in chambers in the form and manner required by LBR 5005-2(d); and **(b)** in the manner stated below:

**1. TO BE SERVED BY THE COURT VIA NOTICE OF ELECTRONIC FILING (NEF):**

Pursuant to controlling General Orders and LBR, the foregoing document will be served by the court via NEF and hyperlink to the document. On (*date*) 5/20/2025, I checked the CM/ECF docket for this bankruptcy case or adversary proceeding and determined that the following persons are on the Electronic Mail Notice List to receive NEF transmission at the email addresses stated below:

David Coats dacoats@raslg.com  
Rod Danielson (TR) notice-efile@rodan13.com  
Joseph C Delmotte ecfcacb@aldridgepите.com, JCD@ecf.inforuptcy.com;jdelmotte@aldridgepите.com  
Sean C Ferry sferry@raslg.com, sean.ferry7@ecf.courtdrive.com  
United States Trustee (RS) ustpreion16.rs.ecf@usdoj.gov

☐ Service information continued on attached page

**2. SERVED BY UNITED STATES MAIL:**

On (*date*) 5/20/2025 I served the following persons and/or entities at the last known addresses in this bankruptcy case or adversary proceeding by placing a true and correct copy thereof in a sealed envelope in the United States mail, first class, postage prepaid, and addressed as follows. Listing the judge here constitutes a declaration that mailing to the judge will be completed no later than 24 hours after the document is filed.

Judge Scott H. Yun	Jean Baranowski
3420 Twelfth Street	78-365 Highway 111, Ste 123
Suite 345 / Courtroom 302	La Quinta, CA 92253
Riverside, CA 92501-3819	

☐ Service information continued on attached page

**3. SERVED BY PERSONAL DELIVERY, OVERNIGHT MAIL, FACSIMILE TRANSMISSION OR EMAIL**

Pursuant to F.R.Civ.P. 5 and/or controlling LBR, on (*date*) \_\_\_\_\_, I served the following persons and/or entities by personal delivery, overnight mail service, or (for those who consented in writing to such service method), by facsimile transmission and/or email as follows. Listing the judge here constitutes a declaration that personal delivery on, or overnight mail to, the judge will be completed no later than 24 hours after the document is filed (state method for each person or entity served):

☐ Service information continued on attached page

I declare under penalty of perjury under the laws of the United States that the foregoing is true and correct.

5/20/2025  
Date

Benjamin Heston  
Printed Name

/s/Benjamin Heston  
Signature

This form is mandatory. It has been approved for use by the United States Bankruptcy Court for the Central District of California.